

Exhibit A

GRANT NO. **URM25-9909**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY
AND
BETHANY CHRISTIAN SERVICES of Michigan

GRANTEE/ADDRESS:

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GRANT ADMINISTRATOR/ADDRESS:

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Department of Labor & Economic Opportunity
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GRANT PERIOD:

From **10/01/2024** to **09/30/2027**

TOTAL AUTHORIZED BUDGET:

Year 1 (10/01/2024-09/30/2025): \$3,800,000.00
Year 2: (10/01/2025-09/30/2026): *Contingent on funding*
Year 3: (10/01/2026-09/30/2027): *Contingent on funding*

SIGMA Vendor I.D.: CV0044609

SIGMA Payment Address Code: 002

ACCOUNTING DETAIL:

Accounting Template No.: 1861513T001- \$3,382,000.00
1861513T002-\$418,000.00
CFDA #: 93.56

This Grant will be in effect from the date of Michigan Department of Labor & Economic Opportunity (LEO) signature through September 30, 2027. No service will be provided and no costs to the state will be incurred before October 1, 2024, or the effective date of the Grant, whichever is later. Throughout this Grant, the date of LEO signature or Bethany Christian Services (BCS), whichever is later, shall be referred to as the begin date.

At the discretion of LEO this Grant may be renewed by an amendment not less than 30 days before its expiration. This Grant may be renewed for up to two additional one-year periods.

PART ONE: PROGRAM REQUIREMENTS

1.1 Client Eligibility Criteria

Eligible Clients

This program serves youth that are URM, who have been granted Asylum by the U.S. government, are Cuban/Haitian entrants, come from refugee family breakdown cases, are victims of human trafficking as determined by ORR, including T-visa holders, are U-visa holders, or have been granted Special Immigrant Juvenile Status (SIJS).

Afghans arriving with humanitarian parole will receive the same services as refugees (admitted under Section 207 of the INA), including ORR assistance. This includes Afghan parolees deemed to be unaccompanied children eligible for Unaccompanied Refugee Minor (URM) services. Eligible Afghans are those paroled into the United States between July 31, 2021 and September 30, 2022; or those paroled into the United States after September 30, 2022, and, either the spouse or child of such a parolee or the parent or legal guardian of an unaccompanied child paroled during that period.

Ukrainian populations and other non-Ukrainian individuals displaced from Ukraine are eligible to receive ORR benefits if they are: Citizens or nationals of Ukraine who the Department of Homeland Security (DHS) has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit, known as Ukrainian Humanitarian Parolees (UHPs).

Non-Ukrainian individuals who last habitually resided in Ukraine, who DHS has paroled into the United States between February 24, 2022, and September 30, 2023, due to urgent humanitarian reasons or for significant public benefit. A spouse or child of an individual described in number 1 or 2 of this section who is paroled into the United States after September 30, 2023.

A parent, legal guardian, or primary caregiver of an unaccompanied refugee minor or an unaccompanied child described in number 1 or 2 in this section who is paroled into the United States after September 30, 2023. For the purpose of this Agreement, all eligible youth in this program shall be referred to as Unaccompanied Refugee Minors (URM).

Services shall be provided to youth who have been reclassified by the ORR as URM. The United Nations High Commissioner for Refugees (UNHCR) defines URM as youth who are separated from both parents and are not being cared for by an adult who, by law or custom, is responsible to do so. In resettlement terms, a URM is a youth under age 18 who is resettled alone in the United States (U.S.) without a parent or relative to provide care. Youth can also become unaccompanied after arrival in the U.S., if the caregiver can no longer care for the youth even though they are present in the U.S.

Youth ages 16 through 19 for whom the family court has issued an order due to abuse or neglect which makes Michigan Department of Health and Human Services (MDHHS) responsible for the youth's placement, care, support and supervision for a successful transition into adulthood.

URM whose service plans demonstrate a need for increased supervision.

Continuing Eligibility Criteria

Every 90 days, the youth shall be evaluated using the applicable Casey Life Skills Assessment (CLSA) to determine continued eligibility/suitability for placement. If the youth lacks sufficient progress to transition into general IL, they will be considered eligible to remain in the Independent Living Plus (ILP) program.

If the projected length of stay exceeds twelve months, the Grantee shall submit the ILP Extension Request form (DHS-786), at least 45 days prior to the twelve-month expiration date. The form shall be submitted to the Office of Global Michigan URM staff for approval.

1.2 Referrals

The grantee must provide notice to Office of Global Michigan and the local MDHHS office 72 hours prior to placement in the ILP Program.

At the time of case acceptance, the ILP Program becomes responsible for the primary case management.

1.3 Legal or Court Related

Grantee shall involve Office of Global Michigan and local MDHHS in matters relating to any legal or court activities concerning the child while in the Grantee's care. The Grantee shall provide local MDHHS with written reports for court use upon request.

PART TWO: GRANTEE RESPONSIBILITIES

2.1 Email Address

The Grantee authorizes the Office of Global Michigan to use the contact information below to send Grant related notifications/information. The Grantee shall provide MDHHS with updated contact information if it changes.

Contact email address: csperling@bethany.org

2.2 Request for Information

The Grantee may be required to meet and communicate with the Office of Global Michigan representatives and from time to time the Office of Global Michigan may require that the Grantee create reports or fulfill requests for information as necessary to fulfill the Office of Global Michigan/MDHHS' obligations under statute and/or *Dwayne B. v. Snyder, et al.*, 2:06-cv-13548, herein referred to as the Implementation, Sustainability, and Exit Plan (ISEP).

The Grantee shall make available to the Office of Global Michigan copies of any outside reviews, non-redacted FOIA requests, or audits relating to the Granted program.

2.3 Geographic Area

The Grantee shall provide services described herein in the following geographic area: Statewide

2.4 Licensing Requirements

The MDHHS Division of Child Welfare Licensing (DCWL) is the licensing agency for Child Placing Agencies (CPA). A license is issued to a certain person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, a child placing agency must be established at a specific location.

The Grantee shall ensure that, for the duration of this Grant, it shall maintain a license for those program areas and services that are provided for in this Grant. If the Grantee fails to comply with this section, Office of Global Michigan/ MDHHS may terminate this Grant for default.

The Grantee is licensed to provide service under this Grant under the following license number: CB410200974

2.5 Location of Facilities

The Grantee shall provide services described herein at the following location(s): Statewide

Independent Living Plus services shall be provided in host home or staff supported homes.

2.6 Program Focus and Name

Independent Living Plus is an intervention to meet the youth's specific ILP needs and goals until he/she is able to step down to the less restrictive environment foster care offers. ILP is a program that provides staff supported housing and services for youth ages 16 through 19 who, because of their individual needs and assessment, are not initially appropriate for general Independent Living (IL) foster care. These youth may have a demonstrated history of unsuccessful foster care placements. This program is also designed as a post-placement resource for youth in which all of the following apply:

1. Youth leaving residential foster care who cannot return home.
2. Youth who cannot be placed into a family foster home.

3. Youth for whom adoption is not planned.
4. Youth who have demonstrated a capacity for and willingness to learn independent living skills in a supervised, structured ILP program prior to transitioning into another living arrangement.

ILP shall not be used as a long-term placement option but should be a transitional temporary intervention. ILP serves to meet the youth's specific independent living needs and goals until he/she can step down to IL foster care. The duration of ILP program will vary as determined by the youth's assessment of needs and strengths. The ILP program shall not last longer than twelve months of initial intake without an approved exception from MDHHS Program Office and shall not surpass the youth's 20th birthday. The ILP exception request is submitted using the DHS-786 and must document the specific reasons as to why the youth cannot step down to a less restrictive placement. A copy of the youth's most recent CLSA and DHS-181 approved by the local MDHHS must be included. An extension request should not be submitted if a youth is currently AWOLP.

The Grantee will continue to provide the youth with foster care case management after the youth transitions to an IL foster care setting or collaborate with other agencies to provide general IL foster care case management.

Placement Criteria

1. Based on the living arrangements of the youth prior to being identified as a refugee, asylee, victim of Human Trafficking, Special Immigrant Juvenile Status (SIJS) or Cuban-Haitian Entrant eligible for resettlement in the U.S. as a URM.
2. Staff Supported Housing Requirements:
 - a. The Grantee shall negotiate monthly rent with the youth. This amount may not exceed 35% of the youth's IL stipend.
 - b. Provide staff supported housing which may include, but is not limited to:
 - i. A campus-style complex
 - ii. An apartment complex
 - iii. A group home setting
3. Staff supported housing must include:
 - a. Staff on site for a minimum of 16 hours per day from 3:00 p.m.-7:00 a.m. during scheduled school days.
 - b. Staff on site for a minimum of 16 hours per day during non-school days (i.e. holidays, summer break, and weekends). These hours are not restricted to 3:00 pm-7:00 am. The Grantee must submit a modified schedule to the MDHHS Program Office for approval of non-school days.
 - c. A minimum of one on-duty direct child care contact staff for every 10 youth in placement.
 - d. Grantee provided furnishings for the home which may be new or used but must be in good working condition and must include but are not limited to the following:
 - i. A stove, microwave and refrigerator
 - ii. Kitchen furnishings (pots, pans, cooking and eating utensils)
 - iii. A dining table and chairs
 - iv. A telephone (landline or cellular)

- v. Living room furniture
 - e. Each youth will have a separate bedroom which must include, but is not limited to, in good condition:
 - i. A bed with bed linens and pillow
 - ii. Desk or table with a chair
 - iii. Bookshelf
 - iv. Dresser
- 4. Host Home Requirements:
 - a. Host Homes may be used as an alternative to staff-based housing.
 - b. Expectations of the Host Home placement shall be discussed and agreed upon in a transition meeting with the Grantee and Host Home if the Host Home will be a change of placement for the youth. The following topics must be included in the Grant:
 - i. Physical description of space: The Host Home shall provide furnishings for the home which may be new or used but must be in good working condition and must include, but are not limited to:
 - 1. A stove, microwave and refrigerator
 - 2. Kitchen furnishings (pots, pans, cooking and eating utensils)
 - 3. A dining table and chairs
 - 4. A telephone (landline or cellular)
 - 5. Living room furniture
 - ii. Each youth will have a separate bedroom which must include, but is not limited to, in good condition:
 - 1. A bed with bed linens and pillow
 - 2. Desk or table with a chair
 - 3. Bookshelf
 - 4. Dresser
 - iii. Non-discrimination against the youth based on race, religion, national origin, gender, disability, or sexual orientation.
 - iv. Expectations, roles, and responsibilities of both the youth and Host Home adult. This includes:
 - 1. Frequency of services and provider visits/meetings
 - 2. CLSA completion as necessary
 - 3. Per diem and payments, if applicable
 - 4. Approval from the Grantee in the event that a Host Home adult is unavailable and alternate care is required
 - c. Host Homes adults shall undergo Children Protective Services and background checks and meet the placement standards outlined in FOM 721.
 - d. Host Home adults shall be at least 21 years of age.
 - e. Host Home adults shall provide an atmosphere where ILP learning can take place that includes, but is not limited to:
 - i. Displaying positive role modeling behaviors
 - ii. Utilizing teachable moments that provide the youth opportunities to engage in healthy risk taking, fostering both positive and negative consequences

- iii. Establishing progressive and appropriate expectations based on needs and age of the youth.
- f. Host Home adults must reside in the home.
- g. Host Home adults shall be accessible by phone during the hours of 3:00 p.m. through 6:00 p.m. When the host home adult cannot be available, another adult must be identified who the youth can contact. The alternative adult must be someone other than a case worker with the assigned agency.
- h. Host Home adults shall be in the home during the hours of 6:00 p.m. through 7:00 a.m. during scheduled school days. When the host home adult cannot be available another adult may be identified to supervise. This person must be approved by the agency, including CPS and background checks as described in (c) above to provide substitute supervision.
- i. Host Home adults shall be accessible by phone during flexible hours on non-school days (i.e. holidays, summer break, and weekends), or provide an alternative contact as described in (g) above. The Grantee must submit a modified schedule to the MDHHS Program Office for approval for non-school days.
- j. There shall be no more than four youth living in a Host Home at a time.
- k. Approval from the Grantee in the event that a Host Home adult is unavailable and alternate care is required.

2.7 Provider Numbers

MiSACWIS Provider Number:10400429

Bridges Provider Number:6357400

2.8 Credentials

The Grantee shall assure that all staff performing functions under this Grant, including Grantee employees, volunteers and/or subcontractors, are appropriately screened, credentialed, and trained.

Staff Training and Qualifications

1. Child Welfare Training Requirements
 - a. The Grantee shall ensure that staff hired or promoted to a foster care social services position complete the Office of Workforce Development and Training (OWDT) foster care Pre-Service Institute (PSI) training within 112 days.
2. Staff transferring to a foster care social service position from another children's services position that has successfully completed the PSI training in that program, shall attend and complete OWDT-foster care private agency Program Specific Transfer Training (PSTT) within six months of assuming the foster care position.
3. The Grantee shall ensure that first line supervisors hired or promoted to a foster care supervisor position complete OWDT foster care New Supervisor Institute (NSI) within 112 days of hire/promotion.

4. Supervisors transferring to a foster care supervisor position that has successfully completed the NSI, shall attend and complete the OWDT foster care NSI PSTT within six months of assuming the foster care supervisor position.
5. Staff who conduct any functions related to the certification of foster homes must attend and pass the five-day class on certifying foster homes, investigating and handling complaints against foster homes.
6. Supervisors who have not attended certification training as a certification staff person are to attend the five-day certification and complaint investigation training prior to supervising the certification of foster homes.
7. All social service and certification workers must complete a minimum of 32 in-service training hours per calendar year. All first line social service and certification supervisors must complete a minimum of 16 in-service training hours per calendar year.
8. The Grantee shall follow the requirements in MDHHS policy Services Requirements Manual 103 "Staff Qualifications and Training."
9. OWDT: Registration Process
 - a. The Grantee shall register staff for training through the Learning Management System (LMS). In some cases, OWDT will provide a form to be completed and provided to OWDT, who will then perform the registration function within LMS.
 - b. The Grantee supervisor and/or the Grantee training facility coordinator can register Grantee staff directly for in-service training. To cancel or change training registration, the Grantee will need to make the changes in the LMS directly, unless the trainee was registered by OWDT. The Grantee will need to contact the help desk at MDHHSTraining@michigan.gov for changes to registrations completed by OWDT.
 - c. All training completed externally shall be added to the LMS so that it may be included in in-service training hour calculations. The name of the training, a short description, the total number of hours spent in training, and the completion date must be documented in LMS. All qualified training shall be training that improves child welfare practice.
 - d. Confirmations, with specific details on times and locations, will be emailed to the Grantee/trainee by OWDT at least seven days before the training commences.
10. Completion of Security Awareness Training
 - a. Grantee shall require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who is authorized to have access to client fingerprint-based criminal history record information (CHRI) under this Grant to successfully complete security awareness training (SAT) within six months of appointment to a position with (CHRI) access and every two years thereafter.
 - b. Documentation of successful SAT completion is to be located in the personnel record.
 - c. Security awareness training is located through the Learning Management System or on the following internet link:
https://dhhs.michigan.gov/course212/Fingerprint_Security_Awareness_Training/story.html
11. The Grantee shall maintain training documentation to verify successful completion of all required training. Additionally, the Grantee shall maintain documentation of the completion of required in-service training for both social service staff and social service supervisory staff.
12. The ILP Coach:

- a. Must possess a minimum of an Associate degree or minimum of 60 semester hours or 95 quarter hours in a related field of study.
- b. Must have a valid State of Michigan driver's license and a reliable vehicle available.
- c. May not have more than 10 ILP children assigned at any given time.
- d. Must maintain a flexible work schedule that allows for the provision of ILP support services during non-typical business hours.
- e. Must complete a weekly ILP log documenting actions and tasks related to a specific goal or outcome along with hours spent with each child.

2.9 Compliance Requirements

Except in subsection (g) the Grantee shall comply with the following requirements.

1. The Grantee shall comply with all federal regulations policy; 45CFR part 400 Subpart H-Child Welfare Services.
2. Record data and information on clients served and services provided utilizing the Global Michigan Refugee Services Data Management System (DMS) in Salesforce. Agency users will be registered for and utilize MiLogin to access the DMS.
3. The Grantee shall comply with all applicable licensing rules, MDHHS policy Children's Foster Care Manual (FOM), Guardianship (GDM), Services Requirements Manual (SRM), Interstate Compact (ICM), Native American Affairs (NAA), Adoption Manuals (ADM) and MDHHS policy amendments including interim policy bulletins.
4. Throughout the term of this Grant, the Grantee shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including interim policy bulletins) and applicable Administrative Codes to social service staff. The Grantee shall ensure that social service staff complies with all applicable requirements.
5. MDHHS policies, amendments and policy bulletins, are published on the following internet link: <http://www.michigan.gov/dhs>. Administrative Codes are published at on the following internet link: http://michigan.gov/lara/0,4601,7-154-35738_5698-118524--,00.html
6. The Grantee shall comply with the Office of Global Michigan/MDHHS non-discrimination statement:
 - a. The Office of Global Michigan and Michigan Department of Health and Human Services (MDHHS) will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identity or expression, sexual orientation, political beliefs, or disability.
 - b. The above statement applies to all Office of Global Michigan/MDHHS supervised children, and to all licensed and unlicensed caregivers and families and/or relatives that could potentially provide care or are currently providing care for Office of Global Michigan/MDHHS supervised children, including Office of Global Michigan/MDHHS supervised children assigned to a Granted agency.
7. The Grantee shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Grantee shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust-based relationships with families and children by

exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the perspective of family/child centered practice.

8. The Grantee shall comply with MDHHS initiatives and programs as requested and/or applicable. These include, but are not limited to the following programs:
 - a. National Youth in Transition Database (NYTD)
 - b. 2) Michigan Youth Opportunities Initiative (MYOI)
9. Compliance with MDHHS Implementation, Sustainability, and Exit Plan:
 - a. The Grantee shall ensure compliance with the applicable requirements of the Dwayne B. v. Snyder, et al., 2:06-cv-13548, Implementation, Sustainability, and Exit Plan.
10. Under 1973, PA 116, as amended by 2015 PA 53, the Grantee has the sole discretion to decide whether to accept or not accept a referral from MDHHS. Nothing in this Grant limits or expands the application of this Public Act.
11. Prudent Parent Expectations, the Grantee shall ensure prudent parent expectations are followed as outlined in FOM 722-11, Prudent Parent Standard & Delegation of Parental Consent.

Additional Compliance Provisions

The Grantee shall comply with the provisions of:

1. 1984 Public Act, 114, as amended being M.C.L. 3.711 et seq., Interstate Compact on the Placement of Children.
2. 1975 Public Act 238, as amended, being M.C.L. 722.621 et seq., Child Protection Law.
3. 1982 Public Act 162, as amended, being M.C.L. 450.2101 et seq., Michigan Nonprofit Corporation Act.
4. 1994 Public Act 204, as amended, being M.C.L. 722.921 et seq., Michigan Children's Ombudsman Act.
5. 1973 Public Act 116, as amended, being M.C.L. 722.111 et seq., Michigan Child Care Organization Act.
6. 1939 Public Act 288, Chapter X, being M.C.L. 710.1 et seq., Michigan Adoption Code.
7. 1984 Public Act 203, as amended, being M.C.L. 722.951 et seq., Michigan Foster Care and Adoption Services Act.
8. The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
9. The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 et seq.
10. 1976 Public Act 453, as amended, being M.C.L. 37.2101 et seq., Elliott-Larsen Civil Rights Act.
11. Fostering Connections to Success Act of 2008
12. Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
13. Social Security Act, 42 USC 671(a)(20)
14. Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
15. 2017 Public Acts 246 through 255, Michigan Opioid Laws

Compliance with ICWA Requirements

The Grantee shall provide case management services in accordance with the “Active Efforts” requirements established in the ICWA; Public Law 95-608 being 25 U.S.C 1901 et seq. These requirements include but are not limited to the following:

1. Establish an American Indian child as a member of a Tribe in accordance with ICWA and as defined in the MDHHS Native American Affairs (NAA) manual.
 2. Provide “Active Efforts” case management services in with in accordance with ICWA and as defined in the NAA manual.
 3. Provide placement of American Indian children in accordance with “Placement Priorities” as established in ICWA and defined in the NAA manual.
 4. Provide “Expert Witness” testimony in accordance with ICWA and as defined in the NAA manual.
 5. Provide services to American Indian families within the context of their culture and ethnicity.
- Maintaining knowledge in the following:
- a. How culture and rituals influence parenting decisions.
 - b. Determine what services and supports will be most effective.
 - c. Knowledge and respect of tribal practices.

2.10 Services to be Provided

Service 1: Treatment Services

1. Treatment services shall be provided based on the CLSA including, but not limited to:
 - a. The provision of counseling therapy
 - b. Independent living skills training
 - c. 24/7 availability in the event of a crisis or emergency
 - d. Daily in-person supervision with youth
 - e. Coordination for education and/or job skills opportunities

Service 2: Case Management

1. Case management services shall include the following
 - a. Service coordination, monitoring and oversight
 - b. Communication with the MDHHS monitor
 - c. Compiling and submitting required reports, forms and payments per MDHHS foster care policy
 - d. Crisis intervention and referral to mental health services
 - e. Writing regular reports to the court and attendance to all court hearings
 - f. Interpretation for the youth, as required/necessary
 - g. Immigration referrals as needed for adjustment of status
 - h. Referral for, or assist youth with, connections, activities, or services for the maintenance of cultural and/or religious heritage
 - i. Ensure all documents including but not limited to DHS-181 and pre/post-test are uploaded in MiSACWIS

Service 3: Legal Services

1. Legal services shall include the following:
 - a. Provide or make referral for URM to necessary immigration legal services for status adjustment. Allowable immigration costs for adjustment of status include
 - i. Immigration physical exam
 - ii. Attorney retainer fees
 - iii. Costs to obtain documents
 - b. Document continued immigration legal service for youth in reports and case files
 - c. URM PAFC staff will complete at least 4 hours of immigration/legal training annually

Service 4: Mentoring

1. The Grantee shall document all mentor recruitment activities
 - a. Obtain a central registry clearance, ICHAT, a confidentiality agreement and a copy of the mentor's driver's license/identification (mentor's must be at least age 18 and not participating in the URM program) to be filed in the mentors file
 - b. Provide and document 8 hours of initial mentoring training to include the following topics:
 1. Overview of URM foster care.
 2. Positive youth development.
 3. Independent Living preparation and goal setting.
 4. Mentor role(s)/responsibility.
 5. Appropriate boundaries for mentor and youth relationship.
 6. How to maintain positive and productive relationships.
 7. Program requirements and expectations for mentor candidates.
 - c. Communicate and document the mentor's hours spent with the URM youth quarterly and place a copy in the URM's file.
 - d. Develop community and internal resources for free or low-cost opportunities/activities to nurture mentor/mentee relationships.
 - e. Maintain a record of mileage vouchers (mentor can be reimbursed for travel expenses in accordance with the Office of Global Michigan volunteer reimbursement rates).
 - f. Grantee shall complete and document a mentoring referral when appropriate. Referral must be completed and documented for any youth entering IL placement. If youth declines, worker must document that on the referral and place it in case file.

Service 5: Family Team Meeting

Family Team Meeting coordination and coordination with applicable agencies supervising siblings, including transportation for visitations.

Service 6: Case Acceptance and Treatment Plan

The Grantee shall complete the following:

1. A face-to-face interview with each youth within 72 hours of acceptance of the case.

- a. Within 14 days of case acceptance:
 - i. Consult with last placing agency (if applicable) to obtain:
 - 1. A list of services provided to the youth
 - 2. An exit assessment if
 - ii. Determine the youth's educational functional levels in reading, math, etc. Collaborate with the youth's current and/or last school to gain the youth's reading level and assess educational needs.
 - iii. Ensure that all youth have completed the CLSA within 14 days of acceptance of case. Upload all CLSA in MiSACWIS
- b. An Updated Service Plan (USP) or Permanent Ward Service Plan (PWSP)/ILP Plan and Grant utilizing information from the last placement and results of intake assessment as its basis.
 - i. The USP or PWSP/ILP Plan and Grant for each youth are to be assessment driven. Services that are necessary to accomplish the goals outlined in the plan shall be provided by the Grantee. The USP or PWSP/ILP Plan and Grant for each youth shall have the following clearly defined:
 - 1. Results of assessment
 - 2. Goals to be accomplished
 - 3. Services to achieve goals
 - 4. Time frame to achieve each goal
 - 5. Time frame for achievement of all goals
 - 6. Criteria for placement and/or discharge
 - 7. Maintain copies of ILP Plan and Grant and all subsequent USP/ILP Plan and Grants in the youth's case file.
- c. Within 30 calendar days of intake:
 - i. Complete an ILP Plan and Grant (DHS-181) based on the intake, life skills assessment, and the youth's input and goals with obtainable timeframes.
 - 1. At a minimum, the ILP Plan and agreement shall include:
 - a. An educational goal and/or employment goal.
 - b. Strategies to meet the youth's mental health needs.
 - c. Additional goal setting areas include:
 - 1. Community resources
 - 2. Budget and Financial management
 - 3. Mentoring through adult connections other than Case Manager
 - 4. Family support and healthy marriage/relationship education
 - 5. Health care
 - 6. Housing education and home management training
 - 7. Legal rights
 - 8. Personal hygiene
 - 9. Family planning, pregnancy and teen parenting (if applicable)

10. Substance abuse prevention
 11. Sexual responsibility
 12. Maintain copies of ILP Plan and Grant and all subsequent USP/ILP Plan and Grants in the youth's case file.
 13. Cultural heritage connections
2. Provide the youth's Life Skills Coach a copy of the youth's ILP Plan and Grant, which includes areas of need related to the IL skills.
- d. A review of the ILP Plan and agreement with the youth, along with a quarterly update to reflect the youth's progress, needs and goals. This does not replace the semi-annual Transition Plan Report as required per MDHHS policy.
 - e. A minimum of four monthly contacts with the youth. This shall consist of at least two face-to-face contacts, of which, one will be in the youth's residence. Each face-to-face contact shall be a minimum of one hour. Remaining required contacts may be conducted in person or via telephone conversation for any length of time. Phone messages, texts, e-mails or social media contacts do not replace a required contact but can be utilized.
 - f. Community interactions which promote opportunities to develop IL skills.
 - g. Life Skills training that will assist the youth in gaining self-sufficiency, including applicable CLSA pre and post-testing. The Grantee shall document the ability of the youth to demonstrate these skills through real life applications. Grantee shall upload pre and post-test in MiSACWIS
 - h. A minimum of 4 hours per week of IL instruction upon completion of the CLSA and IL Plan and agreement. Seventy-five percent of the IL instruction time per month must be practical hands-on instruction as opposed to classroom, worksheet, or online instruction. In addition, 10% of the IL instruction time must be community based.
 - i. Quarterly meetings with the case manager, youth, life skills coach, and any supportive persons identified by the youth to review the CLSA and the pre and post test results.
 - j. Provision of transportation for youth that allows them to participate in IL activities.
 - k. Monitoring of youth activities and model appropriate behaviors.
 - l. Assure youth are making progress towards the goals in outlined in their ILP Plan and Grant as measured by the post-test.
 - m. A 3-month and 6-month follow-up post discharge from ILP. Information regarding the youth's housing, education, employment and connections to other adults must be documented.

Service 7: Mom/Baby Program

The Grantee shall complete the following

- a. Ensure interventions through infant mental health or Early On must be provided as needed and/or recommended for at-risk infants/toddlers
- b. Transportation assistance
- c. Access to Mentors
- d. Parenting Skills Training
- e. Classes and referral must address issues which include, but are not limited to:

- i. Infant care/early infant brain development
- ii. Stages of growth in infants
- iii. Safe Sleep
- iv. Infant/toddler safety
- v. Parenting preparation
- vi. Child development
- vii. Child health care
- viii. Infant/toddler emotional and social needs
- ix. Child management skills and positive discipline
- x. Parent/child roles and communication
- xi. Responsible fatherhood
- xii. Developing secure attachment
- xiii. Securing appropriate childcare
- xiv. Stress management and coping skills
- xv. Domestic violence
- xvi. Changes in parent mood and awareness of surrounding under the influence of recreational drug and alcohol
- xvii. How to access community resources

Additional Staff Training Topics

- a. Medical, Physical and psychological aspects of pregnancy
- b. Prenatal and postnatal care
- c. Infant and toddler development
- d. Safe Sleep practices
- e. Childcare
- f. Parenting skills training techniques
- g. Attachment theory

Reporting

The Grantee must include youth in the development of the treatment plan. The treatment plan must:

- a. Assist the youth in preparation and transition to adult living and responsible parenting.
- b. Include outcomes identified through the Independent Living assessments.
- c. Identify the youth's educational and/or vocational goals.
- d. Outline the youth's other personal goals.

In addition to the youth's goals, the treatment plan must address the following:

- a. The infant's/toddler's daily needs, establishing daily exclusive time with the infant, providing stimulating development and educational activities with the infant.
- b. The infant's/toddler's daily routine or schedule.
- c. The youth's coordination and arrangement of medical care for the infant and other necessary services.

d. The youth's participation in parenting skills classes.

2.11 Adoption and Foster Care Analysis Reporting System Requirements

The Grantee shall enter all child and family information into the Michigan Statewide Automated Child Welfare System (MiSACWIS) to enable MDHHS to comply with Federal Adoption and Foster Care Analysis and Reporting System (AFCARS) reporting requirements. Failure to comply with this reporting requirement shall result in a penalty for the Grantee as specified in Section 3.1 f. of this Grant

2.12 MiTEAM Requirements

The Grantee shall designate a Program Manager, Supervisor or child welfare staff person in each office location to act as a MiTEAM Liaison with MDHHS to:

1. Participate in Practice Support Trainings and Practice Support Networking Meetings.
2. Convey the MiTEAM Specialist information and activities to agency administration.
3. Be responsible for contributing to policy and program development and sustainment.
4. Maintain knowledge and expertise of all policies and programs impacting the local office.
5. Gather and analyze information to identify local trends where case practice may be negatively impacted by policies, procedures or programs.
6. Recommend modifications to policies and procedures that would better assist caseworkers in achieving identified outcomes.
7. Consult with their assigned MiTEAM Analyst in their local Business Service Center.
8. Respond to questions and share updates related to MiTEAM.
9. Advocate for MiTEAM and the importance of continued growth around caseworker's knowledge and skills to improve safety, permanency and well-being.
10. Compile reports completed by supervision, complete MiTEAM Liaison Report and send the report to the assigned MiTEAM Analyst, on the schedule determined by MDHHS.

The Grantee shall ensure that all child welfare caseworkers:

1. Complete each training module on the MiTEAM Virtual Learning Site, located at <https://michigan.csod.com/client/Michigan/default.aspx>
 - a. In the order recommended,
 - b. Including participation in the Individual Field Application Exercises discussed with their supervisor,
 - c. Complete the caseworker self-assessment exercise as conducted by their supervisor, and
 - d. Join in the Enhanced MiTEAM Training Cycle activities according to the schedule set by MDHHS.
 - e. Staff hired during the Enhanced MiTEAM Training Cycles shall join in the training as scheduled and develop a plan with their supervisor, to complete missed modules and activities as stated above.

- f. For each staff person hired after the Enhanced MiTEAM Cycles have ended, develop a plan to complete modules and activities as stated above.
2. Apply the MiTEAM competencies and Key Caseworker Activities during everyday contact with team members, including families and professionals.
3. Have their competencies reviewed by their supervisor using the MiTEAM Fidelity Tool.

The Grantee shall ensure that all child welfare supervisors and/or program managers:

1. Complete each training module on the MiTEAM Virtual Learning Site, located at <https://michigan.csod.com/client/Michigan/default.aspx>
 - a. In the order recommended, and
 - b. Join the Enhanced MiTEAM Training Cycle activities according to the schedule set by MDHHS.
2. Apply the MiTEAM competencies during everyday contact with staff and team members, including families and professionals.
3. Conduct the caseworker self-assessment exercise with each caseworker on their staff.
4. Ensure each staff person hired during the Enhanced MiTEAM Training Cycles joins the training as scheduled and develop a plan, to complete missed modules and activities as stated above.
5. Ensure each staff person hired after the Enhanced MiTEAM Training Cycles have ended, develops a plan to complete modules and activities as stated above.
6. Review competencies as demonstrated by their staff using the MiTEAM Fidelity Tool.

The Grantee shall ensure that the child welfare director:

1. Review each training module on the MiTEAM Virtual Learning Site, located at <https://michigan.csod.com/client/michigan/default.aspx>
 - a. In the order recommended, and
 - b. Encourage supervision and staff participation in the Enhanced MiTEAM Training Cycle activities according to the schedule set by MDHHS.
2. Support the practice of applying MiTEAM competencies during everyday contact with staff and team members, including families and professionals.

2.13 Expected Program Performance Outcomes

The Grantee shall work toward the achievement of the performance measures listed below.

1. Timely provision of services:
 - a. 100% of all youth accepted to the ILP program will have face-to-face contact with a case manager within 72 hours of acceptance.
 - b. 100% of youth will have a CLSA completed within 14 days of acceptance of the case.
 - c. 100% of youth will have a written ILP Plan and Grant within 30 days of the acceptance of the case.
2. Increase the number of youths who have a safe and stable place to live:

- a. 100% of youth will be provided safe and stable housing while participating in the ILP program.
 - b. 95% of youth participating in ILP program will have a plan for housing identified on the ILP Plan and agreement prior to transitioning out of ILP and into another appropriate IL placement.
 - c. 70% of youth who received room and board assistance will continue to have safe and stable housing 6 months after transitioning out of the ILP program.
3. Increase the number of youths who complete educational goals.
 - a. 100% of youth without a high school diploma or GED will have an educational goal to work towards completion of either a high school diploma or a GED.
 - b. 70% of youth who identify post-secondary education as a goal will be working towards completing that goal as defined in the ILP Plan and Grant.
4. Increase the number of youths who receive career preparation.
 - a. 90% of youth who identify an employment goal will be working towards that goal as defined in the ILP Plan and agreement.
5. Increase the number of youths who have supportive relationships.
 - a. 85% of youth will be able to identify two or more supportive relationships prior to transitioning out of ILP and into another appropriate IL placement.
6. Increase opportunities for youth to practice independent decision making and problem-solving skills in the community.
 - a. 80% of youth will participate in at least one community activity or leadership opportunity.
7. Increase the number of youths with an active savings or Individual Development Account (IDA).
 - a. 90% of youth will have at least one savings or IDA account with available funds prior to transitioning out of ILP.
8. Increase the number of youths who can demonstrate competency in life skills.
 - a. 85% of youth will demonstrate competency in all applicable areas of the CLSA prior to transition out of ILP.
9. Increase the number of youths who maintain healthy mental health.
 - a. 100% of youth with a history or present concern for mental illness will be referred for mental health assessment.
 - b. 80% of youth determined through assessment to have a mental health diagnosis will participate in recommended mental health treatment or intervention.
 - c. 100% of youth prescribed psychotropic medication will participate in regular medication reviews and psychiatric consultation to monitor the prescribed medication.

2.14 Cost Reporting

The Grantee shall submit annual financial cost reports based on the state's fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports shall contain the actual costs incurred by providers in delivering services required in this Grant to Office of Global Michigan/MDHHS clients for the reporting period. Costs for non-MDHHS children are not to be included. Reports will be submitted using a template provided by MDHHS. The financial reports shall be submitted annually, and will be due November 30 of each fiscal year. The Grantee must comply with all

other program and fiscal reporting procedures as are or may hereinafter be established by MDHHS. Reports shall be submitted electronically to MDHHS-Foster-Care-Audits@michigan.gov, with a copy to the Office of Global Michigan URM Analyst with the subject line: ILP Cost Report.

Failure to meet reporting responsibilities as identified in this Grant may result in Office of Global Michigan/MDHHS withholding payments until receipt of annual financial cost report. Office of Global Michigan/MDHHS may withhold from current payments an amount equal to five percent of the Grantee's reporting year MDHHS revenue (not to exceed \$60,000) until the required filing is received by the Department. Office of Global Michigan/MDHHS may retain withheld funds as a penalty if delinquency reaches sixty (60) days past due. Office of Global Michigan may terminate the Grant if the Grantee is ninety (90) days delinquent in submitting the required annual financial cost report.

2.15 Service Documentation

The Grantee agrees to maintain program records required by Office of Global Michigan and/or MDHHS, program statistical records required by Office of Global Michigan and/or MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, Office of Global Michigan//MDHHS

2.16 Private Agency MiSACWIS

The Grantee shall ensure that private agency payment staff has access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) through a web-based interface, henceforth referred to as the "MiSACWIS application." Requirements for MiSACWIS for CPA Grants may be found at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_7199---,00.html.

For all agency assigned cases in MiSACWIS, the Grantee shall enter all case management activities, including payments and all required documentation per policy in MiSACWIS.

2.17 Reporting Requirements

Child Protection Law:

1. The Grantee shall ensure that all employees who have reasonable cause to suspect child abuse or neglect shall report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by Public Acts of 1975, Act Number 238.
2. Failure of the Grantee or its employees to report suspected abuse or neglect of a child to MDHHS shall result in an immediate investigation to determine the appropriate corrective action up to and including termination of the Grant.

Caseload Tracking:

1. The Grantee shall report caseload ratios on a quarterly basis to Office of Global Michigan/MDHHS showing compliance as required in the Implementation, Sustainability, and Exit Plan for foster care supervisors and foster care case workers and in a format as determined by MDHHS.

Standard Reporting Requirements

1. The Grantee shall submit an ILP Tracking Sheet monthly, in a format provided by Office of Global Michigan. The monthly report is due within 15 days following the reporting period. The reports are to be sent to the Office of Child Welfare Policy and Programs: Education and Youth Services Unit, Attention: EYS Manager for approval to Child-Welfare-Policy@michigan.gov the subject line should read "ILP Monthly Tracking".

2.18 The Division of Child Welfare Licensing (DCWL)

DCWL shall be responsible for review of the Grantee's compliance with the Grant and any court orders, via an Annual Compliance Review (ACR) and Special Investigations. DCWL may review, analyze and comment on all activities covered within the terms of the Grant or court order. If the ACR or Special Investigation reveals that the Grantee has not complied with the requirements of this Grant or court order, the following procedures shall be implemented:

1. DCWL shall notify the Grantee of the Grant or court noncompliance. This notification shall occur verbally during an exit conference and be followed with a written report of the findings. The Grantee may request a meeting to discuss and examine the identified Grant or court noncompliance.
2. Following the identification of the Grant or court noncompliance, DCWL will request the Grantee submit a Corrective Action Plans (CAP) to DCWL within 15 days of receiving the written report of findings.
3. After the Grantee's CAP has been reviewed and approved by DCWL, the Grantee's compliance with the CAP shall be reviewed in accordance with time frames established by DCWL in the written notification of acceptance of the CAP.
4. Based on the severity or repeated nature of cited violations, a recommendation may be made by DCWL at any time to place a moratorium on new placements with the Grantee or to cancel the Grant. If either recommendation is made, a meeting will be convened with the director of the Granted agency, the division director of DCWL and the CSA director or designee to provide the Grantee with the opportunity to provide documented information on why the moratorium or cancellation of the Grant should not occur.
5. If a moratorium on new placements is put into place, it shall be for a minimum of 90 days to allow the Grantee to remedy cited violations and comply with any agreed-on CAP. If the cited violations are not corrected during the period of the moratorium or additional serious violations are cited, consideration shall be given to cancellation of the agency's Grant. Final decisions regarding the cancellation of a Grant shall be made by the CSA director.

2.19 Corrective Action Requirements

If a program review by Office of Global Michigan reveals a lack of compliance with the requirements of this Grant, the Grantee shall:

1. Meet with Office of Global Michigan to discuss the noncompliance.
2. Prepare a corrective action plan within 30 days of receiving Office of Global Michigan' written findings.
3. Achieve compliance within 60 days of receipt of Office of Global Michigan' approval of the corrective action plan (unless other time frames are agreed to in writing by Office of Global Michigan) or the Office of Global Michigan may terminate this Grant, subject to the standard Grant terms.

2.20 Criminal Background Check

As a condition of this Grant, the Grantee certifies that the Grantee shall, prior to any individual performing work under this Grant, conduct or cause to be conducted for each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with:

1. Clients under this Grant, or who has access to client information, an Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.
 - a. Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.
 - b. The Michigan Public Sex Offender Registry web address is <http://www.mipsor.state.mi.us>.
 - c. The National Sex Offender Public Website address is <http://www.nsopw.gov>.
2. Children under this Grant, a Central Registry (CR) check.
 - a. Information about CR can be found at http://www.mi.gov/MDHHS/0,1607,7-124-5452_7119_48330-180331--,00.html.

The Grantee shall require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who has access to client information, under this Grant to timely notify the Grantee in writing of criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the Central Registry as a perpetrator.

Additionally, the Grantee shall require each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with clients under this Grant or who has access to client information and who has not resided or lived in Michigan for each of the previous ten (10) years to sign a waiver attesting to the fact that they have never been convicted of a felony or identified as a perpetrator, or if they have, the nature and recency of the felony.

The Grantee further certifies that the Grantee shall not submit claims for or assign to duties under this Grant, any employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Grantee that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Grantee must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. As indicated in CPA Licensing Rule

R400.12212 the Grantee may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Grant.

If the Office of Global Michigan determines that an individual provided services under this Grant for any period prior to completion of the required checks as described above, the Office of Global Michigan may require repayment of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

PART THREE: MDHHS/OFFICE OF GLOBAL MICHIGAN

3.1 MDHHS Responsibilities

Payments

MDHHS shall open and process payment within 30 days of placement, with payment authorization effective the date of the youth's placement with the Grantee.

1. The entire rate paid to the Grantee includes costs associated with board and care, including food costs.
2. The Grantee's administrative rate(s) for services provided under this Grant shall be:

a. Service Code	783		
b. Per Diem Rate	Host Home \$99.21		
	Staff-Supported Home	\$210.25	
c. Effective Date	10-1-17		
d. Bridges Provider Number	6357400		
e. MiSACWIS Provider Number	10400429		
3. Payment for additional services costs not included in the per diem rate may be authorized in accordance with MDHHS' FOM Manual.
4. Upon placement, MDHHS shall assure that the child(ren) has adequate clothing as defined in the foster care policy manual.
5. Inability of MDHHS to comply with the Federal reporting requirements of AFCARS due to failure of the Grantee to fulfill AFCARS related reporting requirements shall result in a three percent reduction in the Grantee's administrative rate for the six-month period subsequent to the due date of the AFCARS report to the Federal government.

Foster Care Training Payments

A payment will be made to the Grantee for each staff that completes training and passes competency tests as required in the Implementation, Sustainability, and Exit Plan.

1. Completion of the Child Welfare Caseworker Training
 - a. Payment will be \$6,000 total, calculated on a per diem basis, for completion of OWDT-PSI that includes a minimum of 9 weeks of competency-based classroom and field training if the caseworker passes the competency evaluation within 16 weeks of hire

2. Completion of the Child Welfare Certificate (CWC) Training
 - a. Payment will be \$3,000 total, calculated on a per diem basis, for completion of the OWDT-CWC that includes a minimum of 5 weeks of competency-based classroom and field training if the caseworker certificate holder passes the competency evaluation
3. Completion of the Child Welfare Supervisor Training
 - a. Payment will be \$1,500 total, calculated on a per diem basis, for completion of the Supervisor Training that includes a minimum of 1 week within 90 days of hire/promotion, if the supervisor passes the competency evaluation.
 - b. All Licensing Supervisor and/or Certification Supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.
4. Completion of the Child Welfare Program Specific Transfer Training (PSTT)
 - a. The 2-week foster care PSTT shall be completed within 6 months of hire. Payment will be \$2,800 for the completion of the PSTT training. The training is the same as the Foster Care Core Training for Foster Care caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated

The Grantee must submit a signed and dated agency letterhead memo attached to the MDHHS-5602 Payment Request that includes the following information:

1. Worker name.
2. Training, type (i.e. PSST, PSI etc.)
3. Training dates (time span in training)
4. Amount of reimbursement requested.
5. A copy of the transcript reflecting the completion of the training for each foster care worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
6. Memo signed by senior management; not the individual who attended training.

Please submit the requested information electronically to:

- MDHHS-FederalComplianceDivision@michigan.gov
- *The subject line shall read: Training Payment*
- *Copy to the Office of Global Michigan*

For all Grantee staff hired on or after May 1, 1998 attending required OWDT-PSI, CWC-PSI, PSTT, PRIDE and supervisor training, MDHHS-OWDT shall reimburse the Grantee at the Grantee's normal rate of reimbursement or State rates, whichever is less for staff trainee expenditures incurred as part of OWDT attendance. Office of Global Michigan/MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement shall be limited to lodging, mileage, bridge toll and parking with the following conditions:

1. For each trainee who attends the training session, Office of Global Michigan shall reimburse the Grantee up to five (5) nights (Sunday night through Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Grantee's facility over the

intervening weekend, the Grantee may request the director of Office of Global Michigan in advance for a travel exception for weekend lodging.

2. For each mile of travel to an OWDT training session closest to the Grantee's site, Office of Global Michigan shall reimburse the Grantee for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Grantee's prevailing rate or the State's standard rate.
3. Parking shall be reimbursed at one-time daily parking or continuous daily metered parking, documented with a receipt.
4. Office of Global Michigan shall not reimburse travel costs for Grantee staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL. Refer to the OWDT web site for current reimbursement information for OWDT training at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---,00.html
5. The Grantee must submit:
 - a. Certification letter on agency letterhead signed and dated by senior management to include:
 - i. Agency Federal ID Number/SIGMA vendor number
 - ii. Exact trainee name as registered in the Learning Management System
 - iii. Exact class name
 - iv. Beginning and ending travel dates
 - v. Amount of reimbursement requested
 - b. OWDT travel expense worksheet or agency created travel expense sheet.
 - c. MapQuest for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
 - d. All original receipts.
 - e. Transcripts showing the training completed.

Please submit the above information by email to:

MDHHS-OWDTtrainingvouchers@michigan.gov with a copy to the Office of Global Michigan

OR

U.S. Mail to:

*Ingham County MDHHS/OWDT
Attention: Travel Reimbursement
PO Box 30088
5303 S. Cedar Street – Building 3
Lansing, MI 48911*

3.2 Performance and Monitoring

The services provided by the Grantee under this Grant shall be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined in Section 2.11.

Office of Global Michigan shall perform Grant monitoring through activities such as:

1. Auditing expenditure reports.

2. Conducting on-site monitoring.
3. Conducting Interim or Renewal Licensing Studies and reports
4. Reviewing and analyzing written plans and reports.

PART FOUR: GENERAL PROVISIONS

4.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. *See Section 1.2, Detailed Budget.*

4.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

4.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

4.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

4.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

4.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

4.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

4.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

4.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

4.10 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

4.11 Intellectual Property

Ownership by Grantee

Unless otherwise required by law, all intellectual property developed using funds from this Agreement, including copyright, patent, trademark and trade secret, shall belong to the Grantee.

4.12 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

4.14 General Indemnification

Grantee must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Grant; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).

The State will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Grantee will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

4.15 Termination

1. Termination for Cause

- a. The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.
- b. If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.
- c. The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

2. Termination for Convenience

- a. The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

4.16 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

4.17 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment,

because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

Additionally, OGM requires the following:

- i. When developing and implementing hiring policies, the grantee will create opportunities to employ staff that represent the cultural, national origin, and religions of the newcomer populations being served under this agreement.
- ii. Provide DEI training opportunities for staff, volunteers, contractors, and subgrantees, and at minimum require every staff to complete the State of Michigan's Implicit Bias Training or comparable training approved by OGM.
- iii. When developing new programming, ensure that all ORR-eligible populations, regardless of race, religion, gender identity, sexual orientation, disability, or other characteristic(s), receive fair treatment, access, and opportunity under this agreement.
- iv. Review existing programming to identify and eliminate barriers that may prevent full participation in services under this agreement.
- v. Practice inclusion through purposeful collaboration and engagement with ethnic communities and stakeholders to create best practices and service design and delivery, through language, visual art, symbols, or any other methods of communication to ORR-eligible populations.
- vi. Welcoming spaces may include visuals of LGBTQ+ safe space symbols, flags from countries, cultural art, "You are welcome here" signs in multiple languages, etc.

Under Service requirement or where monitoring is mentioned:

- xii. Participate in monitoring with OGM at a minimum of once per fiscal year to ensure record maintenance and compliance. Monitoring may include a pre-monitoring questionnaire, a fiscal review (check line-item amounts, salaries, specific assistance, and DMS invoice timeliness), personnel case file review (background checks), client case file review (eligibility and service provision documentation, MDSS data entry timeliness), and reviewing CDFs (comparing CDFs with MDSS and DMS data entry). Monitoring may also include a review of the contractor's non-discrimination and diversity, equity, and inclusion practices.

4.18 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

4.19 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or

delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

4.20 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.21 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.22 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.23 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence

an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.24 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non-conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.25 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

4.26 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.27 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.28 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages,

benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.29 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

4.30 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

4.31 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

4.32 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Greg Rivet, Director
Bureau of Administrative Services
Department of Labor and Economic Growth
State of Michigan

Date

Brad Keller
Senior Vice President of Operations
Bethany Christian Services of Michigan

Date

Federal Grant Information
Reporting Requirements Addendum

Instructions: Please complete this addendum when the grant being issued has Federal funds allocated. Provide a response for each item listed below.

General Information	
Subrecipient Name * name must match the name associated with its unique entity identifier	Bethany Christian Services of Michigan
Subrecipient's Unique Entity Identifier	08-029-1293
Federal Award Identification Number (FAIN)	2505MIRCMA
Federal Award Date (of award to the recipient by the Federal Agency)	Enter Federal Award Date (see §200.39 Federal award date)
Subaward Period Performance Start Date	10/01/2024
Subaward Period Performance End Date	09/30/2025
Federal Funds	
Amount of Federal Funds Obligated By this action by the pass-through entity to Subrecipient.	\$3,800,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including the current obligation	\$3,800,000.00
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity.	\$3,800,000.00
Federal Award Project Description** Required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Unaccompanied Refugee Minor Program (Independent Living Plus)
Name of Federal Awarding Agency	Administration for Children & Families
Name of Pass-through Entity	LEO
Contact Information for Awarding Official of Pass-through Entity	Jennifer Kalis 517-515-0805
CFDA Number & Name the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	93.566 \$3,800,000.00
Award Identification Is the award R&D?	
Indirect Cost Rate of Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	

Federal Provisions Addendum

The provisions in this addendum may apply if the purchase will be paid for in whole or in part with funds obtained from the federal government. If any provision below is not required by federal law for this Contract, then it does not apply and must be disregarded. If any provision below is required to be included in this Contract by federal law, then the applicable provision applies and the language is not negotiable. If any provision below conflicts with the State's terms and conditions, including any attachments, schedules, or exhibits to the State's Contract, the provisions below take priority to the extent a provision is required by federal law; otherwise, the order of precedence set forth in the Contract applies. Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. Federally Assisted Construction Contracts

If this contract is a “**federally assisted construction contract**” as defined in [41 CFR Part 60-1.3](#), and except as otherwise may be provided under [41 CFR Part 60](#), then during performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of [Executive Order 11246](#) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by [Executive Order 11246](#) of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in [Executive Order 11246](#) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in [Executive Order 11246](#) of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of [Executive Order 11246](#) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act (Prevailing Wage)

If applicable, the Contractor (and its subcontractors) for **prime construction contracts** in excess of \$2,000 must comply with the Davis-Bacon Act ([40 USC 3141-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

3. Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the [Copeland "Anti-Kickback" Act \(40 USC 3145\)](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

If the Contract is **in excess of \$100,000** and **involves the employment of mechanics or laborers**, the Contractor must comply with [40 USC 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)), as applicable.

5. Rights to Inventions Made Under a Contract or Agreement

If the Contract is funded by a federal "funding agreement" as defined under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act

If this Contract is **in excess of \$150,000**, the Contractor must comply with all applicable standards, orders, and regulations issued under the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency.

7. Debarment and Suspension

A “contract award” (see [2 CFR 180.220](#)) must not be made to parties listed on the government-wide exclusions in the [System for Award Management](#) (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

If this Contract **exceeds \$100,000**, bidders and the Contractor must file the certification required under [31 USC 1352](#).

9. Procurement of Recovered Materials

Under [2 CFR 200.322](#), a non-Federal entity that is a state agency or agency of a political subdivision of a state **and its contractors** must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Byrd Anti-Lobbying Certification

The following certification and disclosure regarding payments to influence certain federal transactions are made under FAR 52.203-11 and 52.203-12 and [31 USC 1352](#), the “Byrd Anti-Lobbying Amendment.” Hyperlinks are provided for convenience only; broken hyperlinks will not relieve Contractor from compliance with the law.

1. [FAR 52.203-12](#), “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.
2. The bidder, by submitting its proposal hereby certifies to the best of his or her knowledge and belief that:
 - a. No federal **appropriated** funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement;
 - b. If any funds **other than federal appropriated funds** (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf **in connection with this solicitation**, the bidder must complete and submit, with its proposal, [OMB standard form LLL, Disclosure of Lobbying Activities](#), to the Solicitation Manager; and
 - c. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 must certify and disclose accordingly.
3. This certification is a material representation of fact upon which reliance is placed at the time of Contract award. Submission of this certification and disclosure is a prerequisite for making or entering into this Contract under [31 USC 1352](#). Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision is subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed by:

Brad Keller Senior Vice President of Operations
Bethany Christian Services
Date: _____

Attachment A: Glossary of Acronyms and Forms

CLSA:	Casey Life Skills Assessment
AFCARS:	Adoption and Foster Care Analysis and Reporting System
CPA:	Child Placing Agency
OWDT:	Office of Workplace Development and Training
DCWL:	Division of Child Welfare Licensing
FOM:	Foster Care Online Manual
GED:	General Education Development
HIPAA:	Health Insurance Portability and Accountability Act
ICWA:	Indian Child Welfare Act
IDA:	Individual Development Account
IL:	Independent Living (general)
ILP:	Independent Living Plus
MiSACWIS:	Michigan Statewide Automated Child Welfare Information System
MYOI:	Jim Casey Youth Opportunities Initiative
NAA:	Native American Affairs
NYTD:	National Youth in Transition Database
OTP:	Omni Track Plus
PSI:	Pre-Service Institute
PSTT:	Program Specific Transfer Training
PWSP:	Permanent Ward Service Plan
USP:	Updated Service Plan
MDHHS-5602:	Payment Request
DHS-786:	ILP Extension Request
DHS-3377:	Clothing Inventory Checklist
DHS-3600:	Individual Service Contract
DHS-3762:	Medical Authorization Card